

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

BILLY DOWNING, an  
individual,

Plaintiff,

v.

Civil Action No. \_\_\_\_\_

LINCOLN LIFE ASSURANCE  
COMPANY OF BOSTON, a corporation,

Defendant.

**COMPLAINT**

**Introductory Allegations**

1. Plaintiff, Billy Downing, is a resident citizen of the State of Alabama.
2. Plaintiff is informed and believes and based on such information and belief alleges that Defendant, Lincoln Life Assurance Company of Boston (“Lincoln Life”), is a foreign corporation which at all relevant times has done or transacted business in the Northern District of Alabama.
3. On or about March 28, 2018, Plaintiff was forced to stop working as a result of symptoms caused by multiple medical problems including atrial fibrillation, sleep apnea, and post traumatic arthritis in numerous joints. At that time Plaintiff, was employed as an Instrumentation and Electrical Journeyman for Sabic Innovative Plastics (“Sabic”). As a result of these conditions, Plaintiff is no longer able to perform his job as a Instrumentation and Electrical Journeyman or to do any other work for which he is qualified by reason of his education, training or experience.

4. During said time period, Sabic had in force and effect a welfare benefit plan which provided long term disability benefits to its employees through a group policy of insurance with Lincoln Life. Lincoln Life was the claims administrator for said Plan. Mr. Downing made a claim under the Plan in accordance with the terms of that Plan, and his benefits initially were granted. However, his benefits under said Plan were subsequently terminated. Because Plaintiff's claims herein involve a claim for welfare benefits provided by his employer, his claims are governed by the Employee Retirement Income Security Act ("ERISA").

## **COUNT I**

### **For Denial of Disability Benefits**

5. Plaintiff adopts and incorporates by this reference paragraphs 1 through 4, inclusive, of this Complaint.

6. On or about March 28, 2018, Plaintiff became disabled within the meaning of the terms of said Plan, thereby qualifying him for the payment of benefits under that Plan. Plaintiff has remained disabled under the terms of said Plan since that time.

7. Plaintiff complied with all terms of said Plan as a condition precedent to bringing this suit, including exhausting all of his administrative remedies.

8. Defendant's denial of Plaintiff's benefits under said Plan was wrong, constituted a breach of Defendant's obligations under the agreement, was a violation of the ERISA, and/or was arbitrary and/or capricious. As a direct and proximate consequence of Defendant's wrongful conduct, Plaintiff suffered injuries and damages, including, but not limited to the following:

- (a) loss of monetary benefits as set forth within the Plan.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages and/or equitable relief in an amount to be determined by the Court, plus pre-judgment and post-

judgment interest, costs of this suit, and a reasonable attorney's fee.

John M. Pennington

John M. Pennington, Attorney  
Counsel for Plaintiff  
1023 Edenton Street  
Birmingham, Alabama 35242  
(205) 314-5735  
Ala. Bar No. ASB-6905-N52J

Serve Defendants Certified Mail

Return Receipt Requested at:

Lincoln Life Assurance Company of Boston  
c/o Corporation Service Company, Inc.  
641 South Lawrence Street  
Montgomery, AL 36104